

INVITATION TO BID

***SUPERIOR COURT OF CALIFORNIA,
COUNTY OF TULARE***

REGARDING:

*Window Cleaning Services SCJC
ITB #54-1041 FY 17-18*

PROPOSALS DUE:

January 25, 2018 NO LATER THAN *3:00* P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

1.1 The Superior Court of California, County of Tulare (the Court) is seeking Bids from qualified firms for Window Cleaning Services at our South County Justice Center in Porterville, CA in accordance with the Scope Of Work specified in this Invitation to Bid (ITB)

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a person or entity with expertise in exterior window cleaning of commercial buildings up to 4 stories in height

Scope of Work

1. Clean the exterior windows at the Court's South County Justice Center in Porterville, CA.;
2. Cleaning is defined as removing all foreign deposits such as tape, adhesive, oxidations, scaling, paint, cobwebs, etc.;
3. This is to be achieved without damage to Court property including, but not limited to, applied solar film, caulking, glazing and window coverings;
4. Proposers must be capable of, and experienced with window cleaning of facilities with multiple floors (stories) with a combined total of over 300,000 square feet;
5. Window cleaning is to be conducted every six (6) to nine (9) months unless otherwise noted.
6. The successful proposer must ensure all work is conducted in accordance with CalOSHA safety regulations;
7. Window frames to be cleaned using appropriate products and rinsed clean;
8. Surrounds of window frames are to be cleaned of cobwebs, dirt and other soils;
9. Window ledges are to be free of any overrun water, chemicals or dirt from cleaning operations;
10. The successful proposer must ensure that any materials used to clean the solar film causes no damage. The nature of these windows is such that any scrubbing action may distort surface appearance. Windows will be cleaned using a lamb's wool applicator and rubber squeegee, thereby reducing the possibility of scratches, etc.;
11. For the bullet resistive glass areas, the successful proposer must ensure safe and appropriate cleaning methods are used to protect against de-lamination and to maintain the structural integrity of the glass;
12. Any time there is an accumulation of sand and grit it is recommended that the entire surface be hosed down with a very strong water pressure to dispose of most of the sand, grit and even small rocks that accumulate over a period of time.

3.0 TIMELINE FOR THIS ITB

The Court has developed the following list of key events related to this ITB. All dates are subject to change at the discretion of the Court.

EVENT	DATE
ITB issued	<i>12/26/2017</i>
Deadline for questions	<i>1/12/2018</i>
Pre-proposal Conference	<i>1/16/2018</i>
Questions and answers posted	<i>1/19/2018</i>
Latest date and time proposal may be submitted	<i>1/25/2018</i>
Anticipated interview dates (<i>estimate only</i>)	<i>1/31/2018</i>
Evaluation of proposals (<i>estimate only</i>)	<i>2/6/2018</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>2/8/2018</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>2/14/2018</i>
Contract start date (<i>estimate only</i>)	<i>3/1/2018</i>
Contract end date (<i>estimate only</i>)	<i>2/28/2019</i>

4.0 ITB ATTACHMENTS

The following attachments are included as part of this ITB:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing ITBs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign: this Court Standard Form agreement
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to a Minimum Term will render a proposal non-responsive.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.

5.0 PAYMENT INFORMATION

1. The Contract Sum shall be the maximum total monetary amount payable by the Court to Contractor for supplying all the tasks, deliverables, services, and other work specified under this Agreement. All work completed by Contractor must be deemed acceptable to, and approved in writing by, the Court’s Project Manager which approval shall not be unreasonably withheld.

2. Any additional work requested by the Court that exceeds the scope of work, Section 2 of this ITB, must be approved in advance, and in writing, by the Executive Officer, in the form of an Amendment. Any change in the Contract Sum must be approved in advance, and in writing, by the Executive Officer, in the form of an Amendment.
3. If Contractor provides any task, deliverable, good, service, and/or other consideration to the Court other than those specified in this Agreement, or if Contractor provides such items requiring the Court's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the Court therefor.
4. The Court's payment will not relieve Contractor from its obligation to replace unsatisfactory work, even if the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. Work, data, or components that do not conform to the requirements of the Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the Court.
5. If Contractor receives payment from the Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to the Court upon the Court's request. At its option, the Court may offset the amount disallowed from any payment due to Contractor, under the Agreement or any other agreement.
6. Taxes. Contractor shall collect and remit any sales and use taxes as and to the extent required under the Revenue and Taxation Code.
7. Salaries and Employee Benefits. Contractor will be solely responsible for providing to its employees all legally required employee benefits, and the Court shall not be held liable for the direct payment of any salaries, wages, or other compensation to any personnel provided by Contractor.

6.0 PRE-PROPOSAL CONFERENCE

The Court will hold a pre-proposal conference beginning at 10:00 am PST on the date identified in the timeline above. The pre-proposal conference will be held at the South County Justice Center 300 E. Olive Ave., Porterville, CA 93257

Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject a proposal from any Proposer who did not attend the pre-proposal conference.

7.0 SUBMISSIONS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the ITB's instructions and requirements, and completeness and clarity of content.
- 7.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

- a. The Proposer must submit **one (1) original and two (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. The Proposer must write the ITB title and number on the outside of the sealed envelope.
- b. The Proposer must submit **one (1) original and two (2) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the ITB title and number on the outside of the sealed envelope.

7.3 Proposals must be delivered by the date and time listed on the coversheet of this ITB to:

Superior Court of California, County of
Tulare
221 S. Mooney Blvd. Room 303
Visalia, CA 93291
Attn.: Ed Jones

7.4 Late proposals will not be accepted.

7.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

8.0 PROPOSAL CONTENTS

8.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. If applicable the name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this ITB.
- c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

- d. Names, addresses, and telephone numbers of a minimum of four (4) clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.
- e. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
 - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
- f. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
 - iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
 - iv. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.

8.2 Cost Proposal. You must submit your cost proposal on this sheet.

SCJC – Porterville: Total Cost for One (1) Cleaning: \$_____

Optional Hourly Cleaning Rate (2 man crew w/lift): \$_____

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

9.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at www.tularecourts.ca.gov.

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of work plan submitted</i>	5
<i>Experience on similar assignments</i>	10
<i>Cost</i>	40
<i>Credentials of staff to be assigned to the project</i>	15
<i>Acceptance of the Terms and Conditions</i>	10
<i>Ability to meet timing requirements to complete the project</i>	20

11.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The COURT will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the COURT's right to disclose information in the proposal, or (b) requiring the COURT to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

The Court has waived the DVBE incentive in this solicitation

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

The Superior Court of California, County of Tulare
221 S. Mooney Blvd.
Room 303, Attn.; Nocona Soboleski
Visalia, CA 93291